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HOME BUILDING AND CONVEYANCE COMPANY *v.* CITY OF ROANOKE.—Appeal from a decree of the Circuit Court of the City of Roanoke. *Cardwell, J.*

City Streets—Right to Raise or Lower the Grade. A city, acting within its chartered powers in improving its streets, is the agent of the State, and is not answerable for consequential damages where the work is done with care and skill, and does not actually encroach upon private property. The raising or lowering the grade of a street, or building a bridge therein, when authorized by the charter of a city, and when there is no actual encroachment on the property of the abutting lot owners, does not create any additional servitude on the land, and is not the taking of private property within the meaning of Article 5, section 14, of the Constitution of Virginia, though the use of the property may be thus impaired. And it is immaterial whether the fee in the street is in the city, the State, or the abutting land owner. And where the charter of a city gives to the city power “to close or extend, widen or narrow, lay out, graduate, curb or pave, and otherwise improve streets, sidewalks, and public alleys in said city,” and also provides that the city “may build bridges in and culverts under said streets, and may prevent or remove any structure, obstruction, or encroachment over or under any street, sidewalk, or alley in said city,” this is sufficient grant of authority to build the approach to a bridge in its street. The approach to a bridge is but a grading of the street to adapt it to the use and need of the public. The provision of a city charter which requires that all contracts for the erection of public buildings or improvements shall be let to the lowest responsible bidder, does not inhibit the city from contracting for public buildings or improvements under the direction of its own engineers or officers, but applies only to such buildings and improvements as are let to contract.

THROCKMORTON *v.* THROCKMORTON AND OTHERS.—Appeal from a decree of the Circuit Court of Loudoun County. *Riley, J.*

Resulting Trusts. In this case it is held that while a resulting trust may be established by parol evidence, or even by circumstances, yet the facts must be proved with great clearness and certainty. The evidence must be very clear and explicit, and a resulting trust will not be established in favor of a wife against her husband, where her case rests simply on the presumption arising from the receipt and possession of her money and property by him, and in the absence of proof that her estate was used in paying for property conveyed to him. And where the record title of real estate is in the husband, and there is nothing to show or suggest any claim in it by the wife, the trustees and beneficiaries in the deed of trust executed by the husband will, in the absence of notice of any claim of the wife, stand as *bona fide* purchasers for value, and will be protected against any claim of the wife to have a resulting trust declared in her favor. It is further held that, where the wife permits her husband to receive her legal separate estate and use it as his own, with her knowledge and consent, without complaint on her part, and without exacting any promise of repayment or return, and thus enables him to contract debts on the faith and credit of it, the law does not imply a promise of repayment, but presumes a gift by the wife to the husband, and that the rule that ignorance of the law is no excuse, applies to married women with reference to their separate estates, as well as to other persons.